

- 1.9 If the Company uses an automated answering or message system, the system shall provide a clearly-indicated opportunity to speak with a Customer Service Representative no later than the second tier of Voice Recognition Unit (VRU) selection. The automated system may not disconnect a caller without allowing the caller an opportunity to make another menu selection or to speak with a Customer Service Representative.
- 1.10 If the Company does not have 24 hour customer service, it shall use a phone system or answering service that shall adequately administer service Outage calls to:
- a. Permit a Subscriber to report Outages and to leave name and account number for an Outage credit;
  - b. Contact the person authorized by the company to initiate corrective measures; and
  - c. For Outages known to the company, provide up-to-date information on the Outage status, efforts taken to correct the problem, and the estimated time when service will be restored.

After Business Hours, the access line may be answered by a service or automated response system that shall record calls about billing questions, complaints, or all other matters. A trained Customer Service Representative shall return recorded calls by the close of the business of the next business day.

- 1.11 If a Company chooses to use a VRU, it shall offer the option in the first tier of VRU selection for the Subscriber to select a Spanish language route through the VRU. If the Company has a large number of Subscribers in a Franchise Area whose first language is another foreign language, the Company is encouraged to also offer that language route through the VRU. The Company shall offer the ability to override the VRU no later than the second VRU menu to speak with a live operator.
- 1.12 The Company must provide to the department statistically valid annual surveys to measure compliance with the Standards in this section. The Company must submit all survey results to the Department 30 days after the end of each calendar year.
- 1.13 Except as otherwise indicated in the Franchise Ordinance, Companies Franchised by the City shall have at least one customer service center located within each City Franchise Area to respond to Subscribers a minimum of fifty-four hours per week (including Saturday hours). The hours open shall be the hours most convenient to Subscribers in each Franchise Area. The office must be accessible for persons with disabilities, easily accessible through public transportation, have regular and handicap parking conveniently available for its Subscribers, and adequately staffed by trained Customer Service Representatives equipped with timely and adequate information to respond to Subscribers in at least four ways:

- a. To accept payments;
  - b. To exchange or accept return of converters;
  - c. To schedule and conduct Service Calls; and
  - d. To answer Subscriber inquiries.
- 1.14 "Adequately staffed" means that 90% of the time at each customer service center measured quarterly on an office-by-office basis. No Subscriber shall wait more than fifteen minutes before seeing a Customer Service Representative. The Company shall monitor compliance with this Standard quarterly. (The Company need not monitor compliance continually so long as the methods used to monitor compliance are statistically representative.) The City may from time to time monitor compliance with this provision without advance notice to the Company.
- 1.15 A trained supervisor or manager shall be available in all customer service centers to meet in person with Subscribers or other persons requesting a meeting during Business Hours or shall be available by telephone.
- 1.16 A Company shall post hours of operation at its customer service centers.
- 1.17 A Company shall place a payment drop box or payment slot directly outside of its customer service centers or provide other means for payment after Business Hours. A payment shall be credited no later than close of business of the next business day.
- 1.18 Training. Before a Company employee or contractor interacts with Subscribers either in person or by telephone or by electronic means, that person shall be adequately trained. Adequate training includes training sufficient to ensure that the employee is fully conversant with all aspects of the job he/she will perform, including resolution of Subscriber problems, the costs, products and services offered by the Company, how to operate the equipment and the system, how to make a complaint, a Subscriber's rights, the Company's billing, payment and refund procedures. Before changes are introduced to a Company's products, pricing, services, special offers, equipment, procedures, and channel line-up, the employee or contractor must be fully trained in the changes. Each employee shall have for his or her immediate use adequate information to answer Subscriber questions.
- 1.19 Telephone calls with Subscribers that quote rates, fees, and other charges shall accurately quote the rates, fees, or charges inclusive of all applicable Franchise fees and other fees.
- 1.20 Orders of the General Manager. If the Company fails in one quarter to conform to the Standards set forth in this Section, the General Manager may issue an order imposing conditions on the company. Such order may, among other things, impose minimum staffing levels of Customer Service Representatives and minimum hours of operation to handle Subscriber calls. The order shall

include the terms and conditions under which the minimum staffing level and hours of operation shall be withdrawn. Before issuing such an order, the General Manager shall meet and confer with the Company in an effort to achieve compliance. The General Manager will evaluate all relevant considerations to determine whether the failure to comply is due to extenuating circumstances. If an order is issued, the Company may appeal it to the Board. An order by the General Manager may be imposed in addition to all other remedies available in these Standards.

- 1.21 In order to properly insure that Customer Service Representatives are fully familiar with the issues and problems that arise from operating one or more systems in Los Angeles, each Company shall maintain a call center located in the City (except as otherwise indicated in the Franchise Ordinance). Multiple Franchise areas may be serviced by the same Los Angeles call center and that call center may also service systems located outside of Los Angeles. The Los Angeles call center may be located in the same office as a customer service office. The Los Angeles call center shall be adequately staffed to comply with Sections 1.2, 1.6, and 1.7 of these Standards, as may be amended from time to time.

## **2. ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

- 2.1 The Company shall provide maximum possible accommodation of the services and facilities of the System to persons with disabilities. At a minimum, at no cost to the Subscriber, the Company shall provide a single remote control device for each television set connected to the service to those Subscribers with disabilities.
- 2.2 Upon initiation of service in the City, the Company shall submit to the Department a plan and/or report describing the equipment, facilities, and ongoing services the Company intends to or does make available to persons with disabilities. This response shall be updated and submitted to the Department annually, if there are any changes from the prior year's report. Such information regarding the facilities, equipment, and ongoing services for persons with disabilities shall be updated and the Company shall promptly notify the Department of any substantive deletions or additions to such information.
- 2.3 The Company shall provide for rental or purchase, within forty-five (45) days of a Subscriber request, equipment that facilitates the reception of all services by hearing-impaired Subscribers.
- 2.4 The Company shall comply with all federal, state and local laws, rules and regulations with respect to providing accommodations to persons with disabilities.

### **3. EMPLOYEE OR CONTRACTOR IDENTIFICATION**

- 3.1 Each Company employee or contractor who comes into contact with Subscribers at Subscriber premises shall wear and prominently display a picture identification card that clearly indicates his or her name and employment or subcontractor status with the Company or contractor and shall, upon request, show the identification card. No such employee or contractor shall be utilized unless that person has passed a detailed criminal background check.
- 3.2 A Company shall clearly identify all of its vehicles as being associated with the Company. A Company shall require its contractors to clearly label all of its vehicles with the name of the Company.
- 3.3 The Customer Service Representative(s) shall provide the Subscriber with his/her own true name or Company approved name, or his/her Company issued Customer Service Representative number and a direct toll free phone number to call either the Representative or that person's supervisor.

### **4. INSTALLATIONS**

- 4.1 Except as otherwise provided in the Franchise Ordinance, standard installations are those that are located up to 150 feet from the existing distribution system.
- 4.2 All installations will include appropriate grounding, television set adjustments to receive service, and give the Subscriber instructions and literature sufficient to instruct the Subscriber how to use the services and products offered, prices and options for programming services and subscription conditions, channel positions, billing and complaint procedures. Where appropriate the literature shall be written in Spanish or other foreign language spoken by a large number of Subscribers in a Franchise Area.
- 4.3 All installations (subject to the Company's Service Obligations) shall be completed in compliance with deadlines set forth under applicable law.
- 4.4 A Company shall endeavor to complete standard installations during a single appointment to the Subscriber's address. If it is not possible to complete a standard installation in one appointment, the Company shall return the next business day to complete the installation except where that is not convenient to the Subscriber. If a subsequent appointment is needed to complete a non standard installation, a Company shall inform the Subscriber and shall schedule the appointment for the earliest mutually available time period, not to exceed three (3) business days except where three (3) business days is not convenient to the Subscriber.
- 4.5 If the Company cannot perform standard installation within seven (7) business days of a Subscriber's request (provided that the schedule or preferences of the person requesting installation is not responsible for the delay), the

Subscriber is entitled to receive an automatic \$25.00 credit. If the Company fails to provide the credit within 20 days of the installation request, the credit provided shall increase by \$2.00 a day until it is provided. The City may direct the Company to issue the credit.

- 4.6 In connection with a transaction between a Company and a Subscriber that involves a visit to a Subscriber's address, a Company shall upon request, provide the Subscriber a written receipt describing the transaction and the date and time.

## **5. SERVICE STANDARDS**

- 5.1 Under Normal Operating Conditions, requests for installation, service, repair, and maintenance must be acknowledged by a trained Customer Service Representative within twenty-four (24) hours, or before the end of Business Hours, whichever is earlier. Where the communication with the Subscriber has been electronic concerning the request, the acknowledgement may also be electronic.
- 5.2 The Company will respond to all other inquiries (including billing inquiries) within five (5) business days of the inquiry.
- 5.3 Under Normal Operating Conditions, repairs and maintenance for outages or service interruptions must commence and the Company shall endeavor to complete the work within twenty-four (24) hours after the outage or interruption becomes known to the Company. Where completion of the work is not possible within that time, work shall continue each consecutive calendar days until the work is completed.
- 5.4 Under Normal Operating Conditions, work to correct all other service problems must begin by the next business day after notification of the service problem, and must be completed within five (5) business days from the date of the initial request. Where a service problem is of such complexity that it cannot be completed within five (5) business days, the General Manager, upon good cause shown in a written application by the Company, shall grant relief from Section 5.4. The Company may appeal to the Board any denial by the General Manager.
- 5.5 When Normal Operating Conditions do not exist, the Company will complete repair or maintenance work in the shortest time possible.
- 5.6 The Company will not cancel a service or installation appointment with a Subscriber after the close of business on the business day preceding the scheduled appointment unless the Subscriber initiates such cancellation.
- 5.7 Except as a Franchise Ordinance otherwise provides, service must be extended upon request to any person in a Company's Franchise Area within

seven (7) calendar days of the request, except where compliance with this deadline is inconvenient to the Subscriber.

- 5.8 Additional outlets, service upgrades, or other connections separate from the initial installation will be completed within seven (7) calendar days of an order being placed except where compliance with this deadline is inconvenient to the Subscriber.
- 5.9 Under Normal Operating Conditions, the service Standards set out in Sections 5 and 6 must be met within the time limits specified at least ninety percent (90%) of the time, measured quarterly, to be reported in writing to the Department no later than thirty days after the end of the quarter.

## **6. SERVICE INTERRUPTIONS AND OTHER SERVICE PROBLEMS**

- 6.1 The Company shall promptly notify the Consumer Services Division of any significant System Outage or of any service interruptions lasting at least four (4) continuous hours affecting at least ten percent (10%) of the Subscribers in any Franchise Area.
- 6.2 The Company shall exercise its best efforts to minimize service interruptions during maintenance, repair, and construction of the System. The Company will provide forty-eight (48) hours prior notice to Subscribers and seventy-two (72) hours prior written notice to the City before interrupting service for planned maintenance. However, planned maintenance that does not require more than two (2) hours interruption of service and occurs between the hours of 1:00 a.m. and 5:00 a.m. will not require notice to Subscribers. Emergency repairs including picture, sound, quality loss or degradation may commence without prior notice, provided, however, that the Company shall no later than the time of commencing the repair shall provide written notice to the City and, if technically possible, on air notice to Subscribers.
- 6.3 Technicians who are capable of performing service-related emergency repairs and maintenance must be locally available twenty-four (24) hours a day, every day, including weekends and holidays.
- 6.4 The Company shall provide an automatic credit to all affected Subscribers when there is an Outage for four (4) consecutive hours or more affecting at least 100 Subscribers in a Franchise Area, regardless of the Outage cause. Where the Outage or a material loss in picture or sound quality occurs during a pay-per-view special event and affects at least 100 Subscribers in the City served by the Company, the credit which shall be automatic, shall also include a full credit equal to the value of the special event service if the length of the service disruption is at least 20% of the length of the program.

At the request of the Subscriber, the Company shall provide a credit to the Subscriber when there is an Outage of four (4) hours or more affecting less

than 100 Subscribers in the City served by the Company, regardless of the Outage cause.

The credit for any Outages shall equal, at a minimum, the value of one-thirtieth (1/30) of each Subscriber's total monthly bill (including all charges for any service affected by the Outage including premium channels), for the first twenty-four (24) consecutive hours and prorated for each additional 4-hour period or portion thereof that the Outage continues.

- 6.5 The Company shall provide a quarterly summary of Service Calls received by category to the Department Consumer Services Division. If the Company holds more than one Franchise within Los Angeles, Franchise Area shall compile the report. The Department may specify a reasonable report format to be used.
- 6.6 Companies are encouraged to interrupt service during late night hours.
- 6.7 A Company may notify Subscribers of a scheduled service Outage through various means calculated to effectively reach the Subscriber including electronic messages and advertisement spots on the System (for example, scrolling messages).
- 6.8 A Company shall maintain a written log of all service interruptions, which shall be available for inspection and copying by the Department.

## **7. SERVICE APPOINTMENTS**

- 7.1 Upon a request for a service requiring access to the Subscriber's premises, a Company shall either offer a specific time or "appointment window" time block of not more than four (4) hours for the selection. The appointment window may be longer only if the Subscriber consents. A Company may schedule appointments outside of normal Business Hours for the express convenience of the Subscriber.
- 7.2 If the Company does not arrive for appointments for installations or Service Calls within a designated 4-hour time frame agreed to by the Subscriber, the Subscriber shall receive an automatic \$25.00 credit and the service installation shall be free of charge. If the Company fails to provide such credit within 20 days of the missed appointment, the credit provided shall increase by \$2.00 a day until it is provided. The City may direct the Company to issue the credit. This remedy shall not preclude a Subscriber from pursuing any applicable remedies afforded by law.
- 7.3 If the Company representative cannot keep the scheduled appointment, the Company will document a diligent effort to contact the Subscriber directly. If the Subscriber is unavailable when the contact attempt is made, the Company will attempt a second documented contact during the previously agreed upon appointment window. The appointment will be rescheduled with a window no longer than two hours except where the two-hour window is not convenient to



the Subscriber. Contacting the Subscriber will not excuse a missed appointment nor exempt the Company from providing the automatic credit.

- 7.4 Within a reasonable time prior to an appointment period, the Company shall call the Subscriber to confirm the appointment. If the Subscriber does not answer the telephone call and the Subscriber has an answering system, the Company shall leave a message.
- 7.5 If the Subscriber is unavailable during the scheduled appointment time or window, the Company shall leave written notice, such as a door tag, with the telephone number(s) to contact the dispatcher to reschedule the appointment. Where the communication with the Subscriber about the appointment has been electronic, the Company may instead of a written notice provide an electronic notice.

## **8. NOTICES AND SUBSCRIBER COMMUNICATIONS**

- 8.1 A Company shall make available in written format upon request, at its customer service centers, and posted on the Company's website, the following information.
  - a. Subscriber Service Standards;
  - b. Subscriber Bill of Rights. The Bill of Rights shall be a separate document and shall also be available in Spanish;
  - c. A list and description of the services provided by the Company;
  - d. A channel location list for each rate tier;
  - e. A list of all rates, terms, and conditions for each service and service tier, each type of equipment, and all other charges, including without limitation, charges for installation, connection of additional outlets, equipment deposits, reconnection service, VCR, DVD and DVR connections, relocating cable outlets, and returned checks;
  - f. The location(s), hours of operation, and telephone number(s) for each customer service center and call center;
  - g. The location(s) of each payment center, where different than the customer service centers;
  - h. The Company's customer service department telephone number(s), with a brief description of the services and information available by dialing each number;
  - i. The Company's customer service website with a brief description of the services, information available and how to contact the customer service department electronically by accessing the website;
  - j. Details about how to pay bills, request installation or upgrades;
  - k. Notice of Subscriber terminal equipment available, the procedure to obtain the equipment, including, but not limited to, wireless remote control devices, parental control devices, digital converters, and closed caption decoders and costs, if any, for such equipment;
  - l. An explanation of other communications devices that may be used with the system, including, but not limited to, video cassette recorders,



remote control devices, cable modems, v-chip technology, closed captioning decoders, and parental control devices;

- m. Notice of the commercial availability of universal remotes and other compatible equipment, clearly indicating that a list of specific brands and models, consistent with all applicable rules and regulations, shall be provided to a Subscriber upon request;
- n. Rental equipment terms, including procedures for equipment return and the Subscriber's liability for lost, stolen, or damaged equipment;
- o. A description of a Company's billing and collection procedures, including any applicable policy for late fees, returned check charges, and credit balances;
- p. The steps for re-subscribing to service after an involuntary service termination;
- q. The policy governing service outages and repair service, including the time periods by which repairs for reception problems and other service problems shall be made;
- r. Billing dispute resolution procedures;
- s. Any Company policy concerning customer service violation credits, including outages and reception problems;
- t. Return deposit procedure;
- u. The procedure and charges, if any, for service changes, including, but not limited to upgrade, downgrade, or termination of services;
- v. All installation and maintenance policies;
- w. A notice that Subscribers may pay bills in person at a Company's customer service center(s) in the City or other payment location(s);
- x. A listing of special services for Subscribers with disabilities;
- y. A description of a Company's Subscriber complaint resolution procedure, including contact information (address, phone number, and website address) of the Department for unresolved complaints;
- z. The Subscriber privacy policy;
- aa. An announcement that all Company employees and contractors who come into contact with Subscribers at the Subscriber's premises wear an identification card that includes the employee's name and photograph;
- bb. The phone number and mailing address of the Consumer Services Division; and
- cc. Additional information to Subscribers required by applicable law or Franchise Ordinance.

- 8.2 Every thirty (30) days, the Company shall provide the Consumer Services Division a schedule of all current programming Services, including rates and charges. The Company may petition the Department for the right to exclude certain rates from those to be provided to the Department, except for any Basic Service rate, term, or condition. The Company can appeal a denial to the Board. If the information provided on the last monthly schedule sent to the Consumer Services Division remains current, a new schedule does not need to be sent until there is a change.

- 8.3 The Company shall notify Subscribers of any pricing changes, additional charges (excluding temporary or permanent marketing and sales discounts or offers), programming service changes (including the scrambling or descrambling of channels except the descrambling of a channel(s) for promotional purposes). Notice must be given to Subscribers as soon as possible through announcements on the System and in writing at least thirty (30) days before such changes if the change is within the Company's control. The Company shall also notify Subscribers thirty (30) days before any significant changes to the other information required by this Section. Where the Company normally communicates with a Subscriber electronically, in lieu of written communication the Company may provide these notifications to the Subscriber electronically.
- 8.4 A Company shall provide written notice to the Consumer Services Division for review and comment at least fifteen (15) days before being transmitted to Subscribers and to all Subscribers at least thirty (30) days prior to the effective date of a change in any of the following:
- a. Programming service or channels including the discontinuation of an existing service, new service addition, channel location, or in the number of hours a service is carried over the Company's system;
  - b. Rates, charges, terms, or conditions for the receipt of service or equipment;
  - c. A customer service center location, phone number and hours of operation;
  - d. Billing practices; or
  - e. The policies or other information set forth pursuant to these Standards.

A Company shall also provide written notice of changes to Subscribers in billing messages, inserts, or other communications prior to the service change date. Where the Company normally communicates with a Subscriber electronically, in lieu of written communication the Company may provide these verifications to the Subscriber electronically.

- 8.5 Where a pricing or billing practice change is a temporary or permanent discount or rate reduction, introduction of a new program, service or channel that does not require the elimination of an existing programming service or channel, the Company instead of submitting the change for advance review to the Consumer Services Division and providing advance notification to Consumers as required in Section 8.5 or 8.6 may opt for a post change review. A Company choosing this alternative must agree to the following:
- a. No later than simultaneously with the implementation of the discount or rate reduction the Company shall notify the Consumer Services Division in writing and electronically of the proposed change and provide full details concerning the change.
  - b. If the Consumer Services Division finds that the change was not a reduction or discount or was deceptively, inadequately or unfairly described, it may order any or all of the following:

- i. An immediate halt to the change;
    - ii. Subscriber notice to each Subscriber correcting the deceptive, inadequate or unfair description in the manner prescribed by the Consumer Services Division;
    - iii. Reimbursement to each subscriber of any fees or charges assessed due to the challenged practice.
    - iv. Penalties as set forth in these Standards; and
    - v. Such other relief deemed appropriate by the Consumer Services Division.
  - c. The Consumer Services Division determination can be appealed utilizing the appeal procedures set forth in these Standards. However, the Consumer Services Division can still require Section 8.7 B i. and ii. to be immediately effective pending appeal.
  - d. To minimize subsequent enforcement activity, Companies using this alternative are encouraged but not required to consult with the Consumer Services Division staff before implementing the change.
- 8.6 Within ninety (90) days after the effective date of these Standards, the Company shall file with the Department its written procedures for receiving, acting upon, and resolving Customer complaints. The Company shall file an update of the procedure annually on or before January 31 of each year, if there have been any changes to the procedures. The Department or the Board may request the Company review its procedures at any time if the Company's resolution time is twenty percent (20%) or more out of compliance. The procedures shall prescribe the manner in which a Customer may submit a complaint and the time in which the Company commits to investigate and resolve such complaints.
- 8.7 Notices of changes in rates, programming services, channel position, policies, instructions, equipment availability or other Subscriber information that are not within the Company's control shall be submitted to the Department for review and comment as soon as practicable, allowing the Department as much lead-time as possible prior to finalization. Department approval must be obtained before sending the notices to the Subscribers except where the Company opts for the procedures in Section 8.6 of these Standards.
- 8.8 The Company shall submit to the Consumer Services Division all billing inserts and other mailings to Subscribers prior to or at the same time as they are sent to the Subscribers.
- 8.9 Rate change notices shall include all fees and describe the increase or decrease from the current rate. Specific words such as "increase" or

"decrease" must be used to describe the changes, rather than vague terms, like "adjustments".

- 8.10 No less than seven (7) days prior to engaging in upgrades and new construction, the Company must provide written notice to the Consumer Services Division that construction will occur and how the Company will notify affected residents, information regarding the anticipated duration, a brief and accurate Statement of the Company's property and rights of way restoration obligations, and the Company's contractor's name, if any.
- 8.11 Every service termination notice shall include:
- a. The name and address of the Subscriber whose account is delinquent.
  - b. The delinquency amount.
  - c. The date by which payment is required to avoid service termination.
  - d. The telephone number of a Company representative who can provide additional information and handle complaints or initiate an investigation concerning the service and charges in question.
  - e. The phone number and location of the customer service centers or other locations where the bill may be paid. Where a Company allows electronic payment of bills, the notice should contain information about how to pay the bill electronically.
- 8.12 The Company is encouraged to permit Subscribers to pay bills, order new service, request upgrades or new connections and contact the customer service department through electronic means. The Company shall inform Subscribers how to contact the Company electronically by the same means it tells subscribers how to contact the Company by telephone or in person.
- 8.13 If the Company has a large number of Subscribers whose first language is other than English, the Company is encouraged to provide the notices required by this Section in those other languages.
- 8.14 The Company shall distribute information related to the provision of multi-channel Video Programming at the City's request through a bill mailer insert or a bill message. Where a Company sends bills to a Subscriber electronically, this requirement may also be satisfied through an electronic bill message.

## **9. BILLS**

- 9.1 Bills shall be clear, concise, accurate and understandable. Bills must be fully itemized, including, but not limited to, charges for each programming service to which the Subscriber subscribes and equipment charges. When a Company chooses to itemize Franchise fees and other government-imposed fees or taxes, such fees or taxes must be accurately calculated and quoted regardless of whether the rates are regulated.

- 9.2 The first billing statement issued by the Company after a new installation or service change shall be prorated and shall reflect any security deposit.
- 9.3 Every residential Subscriber shall have at least twenty-seven (27) days from the bill mail date to pay the listed charges unless otherwise agreed to pursuant to an apartment or office lease.
- 9.4 The Company shall not charge more than four dollars and seventy-five cents (\$4.75) for late payment which may not be imposed any earlier than twenty-seven (27) days from the due date specified in the invoice.
- 9.5 A Company shall forward to the Department, monthly, a sample bill for the appropriate billing period. Said bill shall be marked "City Sample Bill".
- 9.6 The exemplar bill shall show, at a minimum, the charges for each programming service tier offered by the Company, at least one premium service, and, for Companies that itemize Franchise fees or other fees on their bills, the amount of Franchise fees or other fees. The bill shall include charges for prior months only if the charges are credited on the bill prior to the listing of new charges.
- 10. **ACCESS TO SERVICE/SERVICE TERMINATION OR DENIAL/BILLING DISPUTES**
  - 10.1 The Company shall not terminate residential service for nonpayment of a delinquent account unless the Company provides a written notice of the delinquency and impending termination at least fifteen (15) days before the proposed termination. The notice shall be mailed to the Subscriber to whom the service is billed. This notice shall not be mailed until the twenty-eight (28<sup>th</sup>) day after the bill was mailed to the Subscriber. The delinquency notice and impending termination may be part of a subsequent billing statement if the notice is clear and conspicuous.
  - 10.2 A Subscriber who in good faith disputes all or part of a bill has the option of withholding the disputed amount without threat of service termination until five (5) days after the dispute is resolved provided that:
    - (a) The Subscriber pays all undisputed charges;
    - (b) The Subscriber provides timely notification of the dispute to the Company; and
    - (c) The Subscriber cooperates in determining the appropriateness of the charge(s) in dispute.

If the Company and the Subscriber are unable to resolve the dispute, either party may submit the dispute to the Department for resolution by submitting a written request that sets forth the dispute in detail. The decision of the Department may be appealed to the Board pursuant to Section 15.15.

- 10.3 The Company shall only terminate service on days when the Subscriber can reach a Company representative either in person or by telephone with authority to resolve disputes and to prevent service terminations. Service terminated without good cause must be restored promptly without charge. Good cause includes, but is not limited to, failure to pay, payment by check for which there are insufficient funds, theft of service or abuse of equipment or system personnel.
- 10.4 Nothing in these Standards shall limit the Company's right to deny service to a Subscriber with a negative credit or service history with the Company, which may include non-payment of bills or theft or damage to Company equipment, or who has threatened or assaulted Company employees during their employment. If service is denied, the Company will give written notice to the Subscriber of the right to appeal to the Department, the Company's decision to deny service. The Department's decision may be appealed to the Board pursuant to Section 15.15.
- 10.5 Except as otherwise provided in the Franchise Ordinance, the Company shall furnish and maintain service to each person who requests service regardless of where the person lives in the Franchise Area.
- 10.6 A Company shall not deny, delay or otherwise burden service or discrimination against Subscribers or users on the basis of age, race, creed, religion, handicap, sex, disability, national origin, marital status, political affiliation, sexual orientation, and income level, place of residence, or gender identity or expression.
- 10.7 A Company shall not refuse to employ, nor discriminate in its employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment, because of age, race, creed, religion, handicap, sex, disability, national origin, marital status, political affiliation, sexual orientation, income level, place of residence, or gender identity or expression.

## **11. SUBSCRIBER DISCONNECTION AND DOWNGRADES**

- 11.1 A Subscriber shall have the right to disconnect or downgrade service at any time. No charges for service may be made after the Subscribers requests disconnection, nor may any period of notice before voluntary termination or downgrade of cable service be required of Subscribers. There will be no charge for disconnection.
- 11.2 A Subscriber requesting a downgrade or disconnection may request that the Company disconnect its equipment and restore the Subscriber's television equipment to its pre-installation condition. If the Company cannot restore the Subscriber's equipment to its pre-installation due to the loss, deterioration, or misplacement of necessary equipment, the Company shall be excused from the restoration. Where the installation resulted in an improvement in the Subscriber's wiring or where the Subscriber requests that no work be done, the Company shall be excused from the restoration.

- 11.3 The disconnection appointment must occur within seven (7) business days following the Subscriber's disconnection request. The Company, at its option, may provide the Subscriber with postage paid mailers for return of the Franchisee equipment in lieu of the pick-up. The Company shall not initiate a collection action against a Subscriber due to the failure to return equipment unless the Company has first complied with the procedures set forth in this Section.

## **12. DEPOSITS, REFUNDS, AND CREDITS**

- 12.1 The Company may require refundable deposits where necessary to protect equipment or to ensure payment where there is reasonable evidence of a nonpayment risk, provided that the Company shall pay simple interest at a rate of one-half percent (1/2 %) per month (6% per year). Such interest shall accrue annually and be payable upon service termination. Upon service termination for any reason, Subscribers will be entitled to receive a refund or credit against amounts owed the Company equal to the deposits plus accumulated interest. The Board may be petitioned to modify the interest rate to reflect prevailing market rates.
- 12.2 The deposits retained by the Company shall appear and be itemized on each Subscriber bill after payment of the deposit. Not less than annually on a calendar year basis, the Company shall provide each Subscriber with an itemized explanation of the interest amount accrued upon the Subscriber deposit(s) during that year either in a separate statement or as part of one of the monthly bills. If, at any time, the deposit is applied to a Subscriber's outstanding balance, the deposit interest shall be prorated.
- 12.3 Refund checks will be issued promptly following resolution of the event giving rise to the refund, and by the earlier of:
- a. The Subscriber's next billing cycle; or
  - b. Thirty (30) days after resolution; or
  - c. The equipment supplied by the Company is returned.
- 12.4 If the Company does not mail a refund check (including applicable interest) to any Subscriber disconnecting service with an outstanding credit within 30 days of the date service is ended, and the Subscriber has returned all Company-owned equipment, the Subscriber is entitled to receive an automatic \$25.00 payment, in addition to the total refund (and applicable interest) due. If the Company fails to provide the refund check within 45 days after the date services has ended the payment shall be increased by \$2.00 a day until it is paid. The City may direct the Company to provide the payment as well as any outstanding refund (and applicable interest) due.
- 12.5 Credits for service will be issued no later than the Subscriber's next billing cycle following the credit being incurred.



### **13. RATES, FEES, AND CHARGES**

- 13.1 The Company shall not, except as expressly permitted by law, impose any fee or charge on a Subscriber for: (A) a service call at Subscriber's premises to perform any repair or maintenance work related on Company installed equipment, except for work required by a negligent or wrongful act of the Subscriber; or (B) the disconnection of any services to a Subscriber, provided that the Company may impose appropriate charges if, during disconnection, Company equipment is not returned or the Subscriber has not paid all outstanding fees and charges due to the Company; or Company equipment is damaged, excluding normal wear and tear.
- 13.2 All service charges must be applied on a nondiscriminatory basis recognizing that the 1992 Cable Act allows for reasonable discounts to senior citizens and the economically disadvantaged and that the Company may conduct promotional campaigns in which rates are discounted or waived, and may offer bulk rate discounts for multiple dwelling units, hotels, motels, and similar institutions.
- 13.3 The Department may conduct periodic performance evaluations of a Company. A Company shall fully cooperate with these evaluations. If the Department implements a Subscriber survey in connection with a performance evaluation, the Department may require a Company to distribute the Department's questionnaire to its Subscribers at Department expense. Upon request and upon reimbursement of Department copying charges, the Company may receive copies of all responses, which may be redacted by the Department to eliminate identifying information.
- 13.4 The Company shall offer all Subscribers the option of obtaining a device by which the Subscriber can block the audio and video of a particular channel during periods selected by the Subscriber.
- 13.5 The Company shall offer Subscribers without cost a security feature, such as a security number selected by an adult representative of the household, to ensure against the ordering of unauthorized Pay-Per-View programming.

### **14. PRIVACY PROTECTIONS**

- 14.1 The Company shall comply fully with all applicable local, state and federal laws concerning the protection of Subscriber privacy. The Company shall not disclose any information about a Subscriber for any purpose except where required by law or by subpoena, except as authorized under 47 U.S.C. 551(c).
- 14.2 The Company shall seek only that personally-identifiable information necessary to confirm a Subscriber's identity. A Company may not deny service to a Subscriber who fails to provide a driver's license number. However, the Company may deny service if a Subscriber fails to produce any verifiable personally-identifiable information after being requested to do so.

- 14.3 The Company shall not monitor the transmission of Video Programming to determine the individual's viewing patterns or practices of any Subscriber without prior written consent of that Subscriber, except as otherwise permitted by the Franchise Ordinance or by law.

## **15. ENFORCEMENT AND APPEAL**

- 15.1 A violation of these Standards may be considered a material breach of the Franchise Ordinance which may lead to revocation of a Franchise in accordance with the procedures set forth in the Franchise Ordinance.

- 15.2 Notice of Violation. If the Department finds that a Company may have violated these Standards, it will issue a written notice of violation to the Company. The Notice shall contain:

- a. A clear statement of the Standard violated;
- b. The basis for the Department's conclusion why the Standard is violated and the general facts upon which the allegations are made. The Department shall not be required to set forth all of the evidence upon which it bases its conclusion that the Standard has been violated. Rather, it needs to provide sufficient detail so that the Company is made generally aware of the basis for the charges against it.
- c. The corrective action sought by the Department;
- d. The penalties sought by the Department;
- e. A statement that if this matter is not promptly resolved that the corrective action and the penalties sought shall be imposed 90 calendar days after the date of issuance of the Notice; and
- f. The notice may contain a provision that if the corrective action is taken by a date certain that the matter will be considered closed with no penalties or other actions sought.

- 15.3 Response by Company. Within thirty (30) calendar days of the date of issuance of the Notice of Violation, the Company shall file a written response with the Department. The written response shall consist of one of the following:

- a. A statement by the Company that without admitting the accuracy of the violations that it will undertake the corrective action sought by the Department and accepts the penalties, damages, service revocations and conditions sought by the Department; or
- b. If the Company challenges the notice, a response and request for appeal to the Board. The request shall contain the following:
  1. A clear, detailed statement why it disputes the Department's conclusion that the Standard has been violated and the facts to support the Company's position. The Company may attach written documentation to its response.

2. Without admitting the accuracy of the violations, a clear, detailed statement about what corrective action and penalties, damages, and service conditions the Company is willing to accept.

This response and request for appeal shall be served on the Department, with an additional copy served on the City Attorney and six additional copies served on the Board Secretary.

- 15.4 Reply by Department. Within twenty-one (21) business days of the date of issuance of the response by the Company, the Department shall provide a written reply to the Company. The Department may attach written documentation to its reply. The Department shall serve copies of its reply on the City Attorney and six copies on the Board Secretary.

The Department shall schedule a hearing with the Board and provide notice to the Company consistent with the Brown Act.

- 15.5 Hearing Before the Board. The Board shall then set a hearing date to hear the appeal. No later than three (3) business days before the hearing date, the Department and the Company may submit additional written materials to be considered.
- 15.6 Ex Parte Communication. Neither the Company nor the Department may have ex parte communication with the Board concerning a pending appeal.
- 15.7 The Board after considering the evidence submitted and the arguments shall issue a written decision containing the Board's conclusions and its reasons for those conclusions. An adverse decision against the Company is not effective until ninety (90) calendar days after the issuance of the initial Notice of Violation by the Department.
- 15.8 Final Decision. The Board's decision shall become final consistent with Section 245 of the City Charter.
- 15.9 Meet and Confer. In an effort to resolve this matter informally, the Company and the Department are required to meet and confer at least two times. The meet and confer sessions may be conducted telephonically. The Company and the Department may jointly request that the Board hearing be deferred pending discussions.
- 15.10 Except as otherwise provided in the Franchise Ordinance, for each violation of a Subscriber Service Standard, penalties may be imposed as follows and shall not be charged or passed-through to Subscribers:
  - a. Two hundred dollars (\$200) for each day of each violation, not to exceed six hundred dollars (\$600) for each occurrence of violation.
  - b. If there is a subsequent violation of the same provision within twelve (12) months, four hundred dollars (\$400) for each day of each violation, not to

exceed twelve hundred dollars (\$1200) for each occurrence of the violation.

- c. If there is a third or additional violation of the same provision within twelve (12) months of the first, one thousand dollars (\$1000) for each day of each violation, not to exceed three thousand dollars (\$3000) for each occurrence of the violation.

15.11 Any penalty assessed under this Section will be reduced dollar for dollar to the extent the City exercises any liquidated damage provision of a Franchise Ordinance and imposes a monetary obligation on a Franchise for the same customer service failure, and no other monetary amount may be assessed, except where provided by Franchise Ordinance.

15.12 Penalties under this Section shall be imposed pursuant to procedures set forth in Cal. Govt. Code Sec. 53088, et seq. Penalties may be in addition to other relief that may be imposed.

15.13 The Board may in addition to imposing penalties impose restitution, require written notice to Subscribers and seek other appropriate relief.

15.14 The City may seek injunctive relief or any other judicial remedy available pursuant to state or federal law in order to enforce compliance with these Standards.

15.15 Appeals to Board.

- a. Where there is an appeal to the Board pursuant to Section 8.7, 10.2 or 10.4, the party seeking the appeal shall file with the Board Secretary, the City Attorney, and the Department a written statement setting forth the basis for the appeal.
- b. The party on the other side within ten (10) business days of receipt of written statement shall file a response detailing its reasons for its decision.
- c. The appealing party then may but is not required to reply. If it chooses
- d. The requirements of Sections 15.5, 15.6, 15.7, 15.8 and 15.9 shall apply, except the last sentence of 15.7 shall not apply. Where the terms "Department" and "Company" are used in these five sections, as appropriate they shall be construed for the purpose of this section only to refer to the appealing parties.

## **16. RIGHTS RESERVED BY THE CITY**

16.1 The City reserves the right to establish additional, reasonable Subscriber Service Standards or to revise these Standards as is necessary, after making a finding of need and after providing notice to the Company and the opportunity to be heard from the Company.

- 16.2 The City reserves the right to regulate rates for Cable Service to the fullest extent permitted by law.
- 16.3 The City reserves the right to enact and enforce Subscriber Service Standards for all Companies in The City of Los Angeles for the protection of the Subscribers.
- 16.4 The Bill of Rights, which are not part of the Standards but are contained as an Appendix to these Standards, may be amended by the Board after providing notice and opportunity to be heard.
- 16.5 Reporting format. Where a Standard requires a report to be submitted to the Department, the Department may specify a reporting format to be used.
- 16.6 Severability. Should any portion of these Standards be stayed or determined to be void or unenforceable, such portion shall be severed from the whole and the remaining Standards shall continue in effect.
- 16.7. These Standards shall become effective 30 days following execution of new agreements for all Franchise Areas in the City or January 1, 2006, whichever is sooner. Provided, however, that section 1.21 of these Standards shall not become effective until June 30, 2006. These Standards shall supercede and replace the Multichannel Video Provider Consolidated Consumer Service Standards previously adopted on October 21, 1994.

**ATTACHMENT B**

**CITY OF LOS ANGELES'  
COMMENTS TO FCC NPRM – 05-311**

**SUBSCRIBER BILL OF RIGHTS**

**CITY OF LOS ANGELES**  
**BOARD OF INFORMATION TECHNOLOGY COMMISSIONERS**

**Subscriber Bill of Rights**

As a cable television consumer, you have the following rights:

1. You have the right to receive high-quality cable television service including a clear picture and sound.
2. You have the right to receive dependable service, free of unnecessary outages. You are entitled to a credit of one day service when there is a service outage that lasts over four (4) hours and affects 100 or more subscribers.
3. Spanish-speaking consumers have the right at all times to speak to a Spanish-speaking company representative. The cable operators must also have foreign language capability for callers.
4. You must be notified at least 48 hours before any scheduled interruption of cable television service that occurs between 6:00 a.m. and 12:59 a.m.
5. You have the right to receive at least 30 day's notice of any planned changes in programming, channel line-up, rates or terms of service.
6. You have the right to speak with a customer service representative in person or by telephone within a reasonable amount of time for professional and knowledgeable assistance.
7. You have the right to receive an appointment within 7 days of your order for a standard installation service or upgrade.
8. You have the right to schedule service appointments at a reasonable time of the day, not to exceed a 4-hour appointment window.
9. You have the right to an accurate monthly bill containing all pertinent information including: payment due date, an itemized listing of all charges and fees.
10. You have the right to disconnect service at no charge, except for the payment of any outstanding account balance.
11. You have the right to have appointments honored by the cable operator. An appointment may not be cancelled by the cable operator after close-of-



business of the day prior to the appointment without reasonable attempts to contact you.

12. You have the right to receive a copy of the work order describing all work performed during an appointment.
13. You have the right to service regardless of where you live in the City.
14. Persons with disabilities have the right to maximum possible accommodation of the services and facilities of the cable system. This shall include, but is not limited to, unhindered access to equipment and services generally provided by a cable operator

**If you have questions or complaints about customer service, you can write or call:**

**Cable Franchise Division  
Information Technology Agency  
City of Los Angeles  
200 North Main Street, Room 1255  
Los Angeles, CA 90012  
Phone: (213) 922-8370  
[itacable@ita.lacity.org](mailto:itacable@ita.lacity.org)**

**ATTACHMENT C**

**CITY OF LOS ANGELES'  
COMMENTS TO FCC NPRM – 05-311**

**BUILD SCHEDULE FOR ALL  
FRANCHISE AREAS  
(A – N)**

**BUILD SCHEDULE FOR  
FRANCHISE AREA A**